

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

C. EXTRUDED FILMS, LLC,	)	
	)	
Plaintiff,	)	Case No. 08cv3118
vs.	)	
	)	Judge Darrah
BADGER PRINTING AND	)	
CONVERTING, LLC,	)	Magistrate Judge Keys
	)	
Defendant.	)	

**C. EXTRUDED FILMS, LLC'S MOTION FOR JUDGMENT ON THE PLEADINGS  
AND DEFAULT**

COMES NOW Plaintiff C. Extruded Films, LLC ("CEF"), by and through its attorneys, and brings this Motion for Judgment on the Pleadings and Default pursuant to Fed. R. Civ. P. 12(c) and Fed. R. Civ. P. 55. In support of its motion, CEF states as follows:

1. On May 30, 2008, CEF filed a five-count Complaint against Badger Printing & Converting, LLC ("Badger") seeking recovery for the purchase price of goods Badger ordered and received from CEF, but failed to pay for. The Complaint is attached hereto as Exhibit A.
2. On June 19, 2008, Badger filed a one page handwritten document with the Court captioned "Response to Converters." This response is attached hereto as Exhibit B.
3. In its response, Badger fails to raise a single fact that could give rise to any defenses to the claims in CEF's Complaint. To the contrary, Badger acknowledges it owes CEF money and does not dispute the amount specifically alleged in CEF's Complaint.
4. Since the undisputed facts in the Complaint and Badger's response clearly entitle CEF to judgment as a matter of law, the Court should grant CEF's motion for judgment on the pleadings pursuant to Fed. R. Civ. P. 12(c).

5. Alternatively, Badger's purported response is not an answer or responsive pleading for purposes of the Federal Rules of Civil Procedure. As such, Badger has failed to timely respond to CEF's Complaint and CEF is entitled to an entry of default pursuant to Fed. R. Civ. P. 55.

6. In support of its motion, CEF submits the affidavit of Edward Mundt, Chief Financial Officer and General Manager for CEF, attached hereto as Exhibit C.

7. A memorandum of law accompanies this motion and is fully incorporated herein.

WHEREFORE, CEF respectfully requests that this Court enter an order awarding CEF judgment on the pleadings for the entirety of its Complaint or, in the alternative, order that CEF is entitled to default judgment against Badger, and grant CEF the relief sought in its Complaint against Badger, and for such other and further relief as the Court deems just and proper.

Dated: July 11, 2008.

Respectfully submitted,

BRYAN CAVE LLP

By: /s/ Dmitry Shifrin

Dmitry Shifrin, #6279415  
161 N. Clark St., Suite 4300  
Chicago, Illinois 60601  
(312) 602-5000 (phone)  
(312) 602-5050 (facsimile)

Herbert R. Giorgio, Jr. (admitted *pro hac vice*)  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, Missouri 63102-2750  
(314) 259-2000 (phone)  
(314) 259-2020 (facsimile)

Attorneys for C. Extruded Films, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 11th day of July, 2008, the foregoing was served upon the following via U.S. Mail, in addition to the court's electronic filing system:

Christopher J. Glowacki  
401 E. Conde Street  
Janesville, Wisconsin 53546

/s/ Dmitry Shifrin

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

C. EXTRUDED FILMS, LLC,

Plaintiff,

vs.

BADGER PRINTING AND  
CONVERTING, LLC,

Serve:

Christopher J. Glowacki

401 E. Conde Street

Janesville, Wisconsin 53546

Defendant.

Case No.

**JURY TRIAL DEMANDED**

**COMPLAINT**

COMES NOW Plaintiff C. Extruded Films, LLC ("CEF"), and for its Complaint, alleges  
as follows:

**Nature of Action**

1. This action concerns the failure of Badger Printing & Converting, LLC  
("Badger") to pay for certain goods that it ordered and accepted from CEF. CEF seeks recovery  
for the purchase price of the goods, plus interest.

**The Parties**

2. CEF is, and at all times relevant herein was, a corporation organized and existing  
under the laws of the State of Missouri, having its principal place of business at 1975 Cornell  
Avenue, Melrose Park, Illinois, 60160. CEF is, and at all times relevant herein was, authorized  
to do business in the State of Illinois. CEF is in the business of manufacturing high quality  
polyethylene film materials used in the packaging and converting industry.

**Exhibit A**

3. On information and belief, Badger is, and at all times relevant herein was, a corporation organized and existing under the laws of the State of Wisconsin, having its principal place of business at 401 E. Conde Street, Janesville, Wisconsin, 53546. On information and belief, Badger converts and prints on industrial materials for wholesale and retail customers.

#### **Jurisdiction and Venue**

4. This Court has diversity subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because CEF and Badger are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. This Court has personal jurisdiction over Badger because Badger ordered goods from CEF (whose principal place of business is in Illinois), the purchase orders for these goods were received in and accepted in Illinois, and the goods were manufactured in and shipped from Illinois, all within this judicial district.

6. This Court is the proper venue pursuant to 28 U.S.C. § 1391(a) and (c) in that this is the judicial district in which a substantial part of the events giving rise to the claim occurred and, for purposes of venue, Badger is deemed to reside in this judicial district.

#### **The Facts**

7. Badger and CEF have conducted business with each other since at least May 2005.

8. Badger's regular practice during this period was to submit purchase orders to CEF via facsimile. CEF would then accept these purchase orders and send written acknowledgments back to Badger. Each order constituted a separate contract between the parties.

9. After manufacturing and shipping the goods ordered by Badger, CEF would send Badger invoices for each order. Under the terms of the invoices, payment was due for each order within thirty (30) days of delivery.

10. Copies of the invoices that are relevant to this action are attached hereto as Exhibit A and incorporated by reference.

11. Beginning in at least June 2006, Badger started failing to make timely payments on its orders.

12. To date, Badger currently owes CEF an outstanding balance of \$120,176.15 for orders dating back as far as August 2006.

13. As a result of Badger's failure to pay for the goods it ordered and accepted from CEF, CEF has suffered losses in an amount no less than \$120,176.15.

**COUNT I**  
**(Breach of Contract)**

14. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

15. Any and all conditions precedent to the purchase orders have been fulfilled and/or waived.

16. CEF fully performed its obligations to Badger for each purchase order by manufacturing and delivering the goods ordered by Badger.

17. CEF submitted invoices to Badger for payment, but Badger has failed to pay CEF for all the goods Badger ordered and accepted.

18. Despite repeated demands for payment, Badger has refused to pay CEF for all the goods Badger ordered and accepted.

19. Badger's failure to pay for the goods it ordered and accepted constitutes a material breach of the purchase orders.

20. As a result of Badger's said breaches, CEF has been damaged in an amount no less than \$120,176.15, exclusive of interest, fees, and costs.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

**COUNT II**  
**(Quantum Meruit)**

21. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

22. From at least August 2006 through March 2007, CEF manufactured and delivered goods to Badger pursuant to various purchase orders received from Badger.

23. These goods were manufactured and delivered at the request and with the acquiescence of Badger.

24. Despite repeated demands by CEF, Badger has failed to pay CEF \$120,176.15 for goods delivered to Badger.

25. The fair and reasonable value of the goods ordered and accepted by Badger equals \$120,176.15, exclusive of interest.

26. Badger was enriched by the goods CEF manufactured and delivered. Badger's acceptance and retention of the goods without payment to CEF would be inequitable and unjust under these circumstances.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, or such other sum as is just considering the benefit conferred upon Badger, plus interest, prejudgment interest, post

judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

**COUNT III**  
**(Unjust Enrichment)**

27. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

28. From at least August 2006 through March 2007, CEF manufactured and delivered goods to Badger pursuant to various purchase orders received from Badger.

29. These goods were manufactured and delivered at the request and with the acquiescence of Badger.

30. Despite repeated demands by CEF, Badger has failed to pay CEF \$120,176.15 for goods delivered to Badger.

31. The fair and reasonable value of the goods ordered and accepted by Badger equals \$120,176.15, exclusive of interest.

32. Badger was enriched by the goods CEF manufactured and delivered. Badger's acceptance and retention of the goods without payment to CEF would be inequitable and unjust under these circumstances.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, or such other sum as is just considering the benefit conferred upon Badger, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

**COUNT IV**  
**(Suit on Account)**

33. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

34. From at least August 2006 through March 2007, CEF manufactured and delivered goods to Badger pursuant to various purchase orders received from Badger.

35. These goods were manufactured and delivered at the request and with the acquiescence of Badger.

36. Despite repeated demands by CEF, Badger has failed to pay CEF \$120,176.15 for goods delivered to Badger.

37. Badger has refused and continues to refuse to pay the full amount due and owing to CEF for various goods it ordered and accepted from CEF.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

**COUNT V**  
**(Violation of Illinois Uniform Commercial Code)**

38. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

39. Any and all conditions precedent to the purchase orders have been fulfilled and/or waived.

40. CEF fully performed its obligations to Badger for each purchase order by manufacturing and delivering the goods ordered by Badger.

41. CEF submitted invoices to Badger for payment, but Badger has failed to pay CEF for all the goods Badger ordered and accepted.

42. Despite repeated demands for payment, Badger has refused to pay CEF for all the goods Badger ordered and accepted.

43. Badger's failure to pay for the goods it ordered and accepted constitutes a material breach of the purchase orders.

44. As a result of Badger's said breaches, CEF has been damaged in an amount no less than \$120,176.15, exclusive of interest, fees, costs, and other incidental damages.

45. Pursuant to 810 ILCS 5/1-106, 5/2-703, and 5/2-709, CEF is entitled to the price of the goods accepted and retained by Badger, plus incidental damages.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

Dated: May 30, 2008.

Respectfully submitted,

BRYAN CAVE LLP

By: /s/ Dmitry Shifrin

Dmitry Shifrin, #6279415  
161 N. Clark St., Suite 4300  
Chicago, Illinois 60601  
(312) 602-5000 (phone)  
(312) 602-5050 (facsimile)

Herbert R. Giorgio, Jr.  
(application for *pro hac* admission pending)  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, Missouri 63102-2750  
(314) 259-2000 (phone)  
(314) 259-2020 (facsimile)

Attorneys for C. Extruded Films, LLC

**C. EXTRUDED FILMS, LLC**1975 CORNELL AVENUE  
MELROSE PARK, 60160**INVOICE**

DATE	INVOICE #
8/11/2006	9372

**BILL TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546**SHIP TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
		Net 30		8/11/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3565	LDPE 36 1/2 x .0015 SWS (1399+1672+2028)	5000	5,099	1.05	5,353.95
3556	LDPE 26 x .001 SWS (1425+1426+1418+1273+795)	7500	6,337	1.05	6,653.85
3563	LDPE 36 x .001 SWS (1206+2024+1752+1378+1699+542)	8000	8,601	1.05	9,031.05
3563	LDPE 31 3/4 x .001 SWS (1797+1744+1242+1217)	6000	6,000	1.05	6,300.00
3567	LDPE 31 1/2 x .0018 SWS	500	516	1.32	681.12
3567	LDPE 28 x .0015 SWS	500	542	1.07	579.94

**Total** \$28,599.91REMIT PAYMENT TO:  
C. EXTRUDED FILMS, LLC  
P.O BOX 790051  
ST. LOUIS, MO 63179-0051Balance Due \$11,670.77  
5/1/08Exhibit  
A

C. EXTRUDED FILMS, LLC

1975 CORNELL AVENUE  
MELROSE PARK, 60160**INVOICE**

DATE	INVOICE #
9/14/2006	9490

**BILL TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546**SHIP TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546

P.O.#	DESCRIPTION	TERMS	SALESMAN	SHIP DATE	SHIP VIA
		ORDERED	SHIPPED	9/14/2006	CEF TRK
3598	LDPE 28 x 29 1/2 x .0012 J-SH	1000	1,022	1.07	1,093.54
3598	LDPE 36 1/2 x .0012 SWS	1000	994	1.07	1,063.58
3592	LDPE 29 x .001 SWS	1200	1,224	1.07	1,309.68
3556	LDPE 26 x .001 SWS	7500 - 6337	1,212	0.00 1.05	0.00 1,272.60

TOTAL 4 SKIDS

TOTAL 4,452 LBS.

<b>Total</b>	<b>\$4,739.40</b>
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REMIT PAYMENT TO:  
C. EXTRUDED FILMS, LLC  
P.O BOX 790051  
ST. LOUIS, MO 63179-0051

**C. EXTRUDED FILMS, LLC****1975 CORNELL AVENUE  
MELROSE PARK, 60160****INVOICE**

DATE	INVOICE #
9/20/2006	9510

**BILL TO****BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546****SHIP TO****BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546**

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
		Net 30		9/20/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3590	LDPE 37 1/2 x .00129 SWS (1592+1402)	3000	2,994	1.11	3,323.34
				0.00	0.00

**TOTAL 2 SKIDS****TOTAL 2,994 LBS.**

<b>Total</b>	<b>\$3,323.34</b>
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**REMIT PAYMENT TO:  
C. EXTRUDED FILMS, LLC  
P.O BOX 790051  
ST. LOUIS, MO 63179-0051**

C. EXTRUDED FILMS, LLC

1975 CORNELL AVENUE  
MELROSE PARK, 60160**INVOICE**

DATE	INVOICE #
9/27/2006	9542

**BILL TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546**SHIP TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
		Net 30		9/27/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3591	LDPE 46 1/2 x .00142 SWS (2093+1730+1773+1474)	7000	7,070	1.09	7,706.30
TOTAL 4 SKIDS					
TOTAL 7,070 LBS.					
<b>Total</b>					<b>\$7,706.30</b>

REMIT PAYMENT TO:  
C. EXTRUDED FILMS, LLC  
P.O BOX 790051  
ST. LOUIS, MO 63179-0051

C. EXTRUDED FILMS, LLC

1975 CORNELL AVENUE  
MELROSE PARK, 60160**INVOICE**

DATE INVOICE #

10/2/2006 9554

## BILL TO

BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546

## SHIP TO

BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546

P.O.#	DESCRIPTION	TERMS	SALESMAN	SHIP DATE	SHIP VIA
				10/2/2006	CEF TRK
		ORDERED	SHIPPED	RATE	AMOUNT
3663	LDPE 29 1/2 x .002 SWS	1600	1,587	1.07	1,698.09
3662	LDPE 37 1/2 x .00129 SWS (2062+1706)	3700	3,768	1.09	4,107.12
3625	LDPE 38 1/4 x .00125 SWS	1000	1,101	1.07	1,178.07

TOTAL 4 SKIDS

TOTAL 6,456 LBS.

Total \$6,983.28

REMIT PAYMENT TO:

C. EXTRUDED FILMS, LLC

P.O BOX 790051

ST. LOUIS, MO 63179-0051

**C. EXTRUDED FILMS, LLC**1975 CORNELL AVENUE  
MELROSE PARK, 60160**INVOICE**

DATE	INVOICE #
10/6/2006	9584

**BILL TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546**SHIP TO**BADGER PRINTING & CONVERTING  
401 E. CONDE  
JANESVILLE, WI 53546

	TERMS	SALESMAN	SHIP DATE	SHIP VIA
	Net 30		10/6/2006	CEF TRK

P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3661	LDPE 34 1/2 x .00129 SWS 1912+1822	3700	3,734	1.09	4,070.06

<b>Total</b>	<b>\$4,070.06</b>
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REMIT PAYMENT TO:  
C. EXTRUDED FILMS, LLC  
P.O BOX 790051  
ST. LOUIS, MO 63179-0051

1975 CORNELL AVENUE  
MELROSE PARK, 60160

## DATE INVOICE #

10/10/2006 : 9590

**BADGER PRINTING & CONVERTING**  
401 E. CONDE  
JANESVILLE, WI 53546

**BADGER PRINTING & CONVERTING**  
**401 E. CONDE**  
**JANESVILLE, WI 53546**

REMIT PAYMENT TO:  
C. EXTRUDED FILMS, LLC  
P.O BOX 790051  
ST. LOUIS, MO 63179-0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
11/2/2006	9689

<b>BILL TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

<b>SHIP TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/2/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3643	LDPE 25 1/2 x .0015 SWS	1500	1,547	1.03	1,593.41
3644	LDPE 40 1/2 x .0012 SWS	1000	1,037	1.03	1,068.11
3644	LDPE 39 1/2 x .0012 SWS	1000	1,070	1.03	1,102.10
3644	LDPE 34 1/2 x .0012 SWS	1000	1,040	1.03	1,071.20
3644	LDPE 38 1/2 x .0012 SWS	1000	1,026	1.03	1,056.78
			<b>Total</b>	<b>\$5,891.60</b>	

REMIT PAYMENT TO:  
 MIDWEST POLY FILM  
 P.O. BOX 790051  
 ST LOUIS MO 63179-0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
11/8/2006	9704

BILL TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

SHIP TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/8/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3665	LDPE 46 1/2 x .00142 SWS	4200	1,458	1.01	1,472.58
3667	LDPE 37 1/2 x .00129 SWS 1515+1493+1216+1122	5300	5,346	1.01	5,399.46
			<b>Total</b>	<b>\$6,872.04</b>	

**REMIT PAYMENT TO:**  
**MIDWEST POLY FILM**  
**P.O. BOX 790051**  
**ST LOUIS MO 63179 0051**

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
11/14/2006	9721

<b>BILL TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

<b>SHIP TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/14/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3665	LDPE 46 1/2 x .00142 SWS 1452+1368	4200-1458=2742	2,820	1.01	2,848.20
3666	LDPE 45 1/2 x .00142 SWS 1399+1421	2800	2,820	1.01	2,848.20
			<b>Total</b>	<b>\$5,696.40</b>	

**REMIT PAYMENT TO:**  
**MIDWEST POLY FILM**  
**P.O. BOX 790051**  
**ST. LOUIS, MO 63159-0051**

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
11/17/2006	9731

BILL TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

SHIP TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/17/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3678 P	LDPE 37 1/2 x .00129 SWS 1512+1277+1408+1470+1541	7200	7,208	1.01	7,280.08
3679 P	LDPE 23 x .002 SWS	1000	1,116	0.98	1,093.68
			<b>Total</b>	<b>\$8,373.76</b>	

REMIT PAYMENT TO:  
 MIDWEST POLY FILM  
 P.O. BOX 790051  
 ST. LOUIS, MO 63179-0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
12/15/2006	9810

BILL TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

SHIP TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			12/15/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3681p	LDPE 36 1/2 x .0015 SWS (1567+1525+1494+1452+1021)	7000	7,059	0.97	6,847.23
3692P	LDPE 32 1/2 x .00125 SWS (1054+994)	2000	2,048	0.95	1,945.60
3705P	LDPE 33 1/2 x .00129 SWS	1800	1,961	0.94	1,843.34
	TOTAL 8 SKIDS				
	TOTAL 11,068 LBS.				
YOUR ORDER HAS BEEN RECEIVED AND ENTERED FOR PRODUCTION AS FOLLOWS:			<b>Total</b>	<b>\$10,636.17</b>	

**REMIT PAYMENT TO:**  
**MIDWEST POLY FILM**  
**P.O. BOX 790051**  
**ST LOUIS MO 63179 0051**

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
1/4/2007	9883

BILL TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

SHIP TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

P.O.#	DESCRIPTION	SALESMAN	SHIP DATE	SHIP VIA	
			1/4/2007	CEF TRUCK	
		ORDERED	SHIPPED	RATE	AMOUNT
3692P	LDPE 32 1/2 X .00125 SWS (1305+1338+1252)	3800	3,895	0.89	3,466.55
3709P	LDPE 26 1/2 X .002 SWS (1479+1404+1435)	4300	4,318	0.89	3,843.02
	TOTAL 6 SKIDS				
	TOTAL 8213 LBS.				
<i>It's been a pleasure working with you!</i>			<b>Total</b>	<b>\$7,309.57</b>	

**REMIT PAYMENT TO:**  
**MIDWEST POLY FILM**  
**P.O. BOX 790051**  
**ST LOUIS MO 63179 0051**

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
1/8/2007	9896

<b>BILL TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

<b>SHIP TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			1/8/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3718P	LDPE 27 1/4 x .002 SWS	1000	991	0.90	891.90
	TOTAL 1 SKID				
	TOTAL 991 LBS.				
			<b>Total</b>	<b>\$891.90</b>	

REMIT PAYMENT TO:  
 MIDWEST POLY FILM  
 P.O. BOX 790051  
 ST LOUIS MO 63179 0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
1/18/2007	9936

## BILL TO

**BADGER PRINTING & CONVERTING**  
 401 E. CONDE  
 JANESVILLE, WI 53546  
 608 754-0057

## SHIP TO

**BADGER PRINTING & CONVERTING**  
 401 E. CONDE  
 JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			1/18/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3718P	LDPE 34 1/2 x .0012 SWS	1000	1,061	0.90	954.90
3718P	LDPE 38 1/2 x .0012 SWS	1000	1,019	0.90	917.10
3718P	LDPE 41 x .0012 SWS	1000	1,133	0.90	1,019.70
3718P	LDPE 36 1/2 x .0012 SWS	1000	1,070	0.90	963.00
	Total 4 Skids				
	Total 4283 lbs.				
			<b>Total</b>	<b>\$3,854.70</b>	

REMIT PAYMENT TO:  
 MIDWEST POLY FILM  
 P.O. BOX 790051  
 ST. LOUIS, MO 63179-0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
2/8/2007	10022

BILL TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

SHIP TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			2/8/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3737P	LDPE 26 x .001 SWS (1238+1501+2011+1416+1360)	7500	7,526	0.89	6,698.14
3718P	LDPE 39 1/2 x .0012 SWS	1000	1,159	0.90	1,043.10
	Total 6 Skids				
	Total 8685 lbs.				
			<b>Total</b>	<b>\$7,741.24</b>	

REMIT PAYMENT TO:  
 MIDWEST POLY FILM  
 P.O. BOX 790051  
 ST LOUIS, MO 63179 0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
2/19/2007	10065

BILL TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

SHIP TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			2/28/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3748P	LDPE 38 x .00125 STOCK NUMBER	1800	1,780	0.90	1,602.00
3747	LDPE 31 3/4 x .001 SWS STOCK NUMBER (1291+1308+1380)	4000	3,979	0.89	3,541.31
3747P	LDPE 36 1/2 x .0015 SWS STOCK NUMBER (1487+1468+1421+1491+1460)	7500	7,327	0.89	6,521.03
03746P	LDPE 36 x .001 SWS STOCK NUMBER (1777+1435+1413+1412)	6000	6,037	0.89	5,372.93
	Total 13 Skids				
	Total 19,123 lbs.				
			<b>Total</b>	<b>\$17,037.27</b>	

REMIT PAYMENT TO:  
 MIDWEST POLY FILM  
 P.O. BOX 790051  
 ST. LOUIS MO 63170-0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
3/8/2007	10136

BILL TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

SHIP TO
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			3/8/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3460	LDPE 40" x .0015" SWS (1620+1653+1718)	5000	4,991	0.89	4,441.99
	Total 3 Skids				
	Total 4991 lbs.				
			Total	\$4,441.99	

REMIT PAYMENT TO:  
 MIDWEST POLY FILM  
 P.O. BOX 790051  
 ST. LOUIS, MO 63179-0051

**Midwest Poly Film**  
 1975 Cornell Avenue  
 Melrose Park, IL 60160

# INVOICE

DATE	INVOICE #
3/14/2007	10158

<b>BILL TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b> <b>608 754-0057</b>

<b>SHIP TO</b>
<b>BADGER PRINTING &amp; CONVERTING</b> <b>401 E. CONDE</b> <b>JANESVILLE, WI 53546</b>

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			3/14/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3461	LDPE 37 1/2" x .0015" SWS	1100	1,125	0.90	1,012.50
	Total 1,125 lbs.				
			<b>Total</b>	<b>\$1,012.50</b>	

**REMIT PAYMENT TO:**  
**MIDWEST POLY FILM**  
**P.O. BOX 790051**  
**ST. LOUIS, MO 63179-0051**

**FILED**

JUN 19 2008

NF

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURTUNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Plaintiff(s)

Converters  
Filer

Judge Darratt

Case No.

(08CV3118) SCC

Defendant(s)

Mylgar

Response to Converters

I received a summary the other day regarding debt owed to Converters. I don't disagree I owe Converters money. However, they neglected to inform that I was making payments to them and they walked away from that.

I would like to give a little background to the situation. I bought the company out of bankruptcy back in Aug. I went to Converters with a plan to do business with them. They were well aware of my situation. I had asked for a couple days credit so I could produce my product ship it and turn it into my factoring company. Then I would pay them. I worked well in the beginning. Then we fell behind and they extended more credit. Then when we both realized what happened they cut me off. We have not had much communication. I tried to pay \$50K every couple of weeks, but was told that was not good enough. I can pay at this time \$50K or a month. I do not have the funds to pay now. If a lien or judgment goes against me I lose my loan and file bankruptcy. I am asking for an extension to try and ~~work things out~~ work things out with Converters.

Exhibit B

**BADGER PRINTING & CONVERTING**401 E. CONDE  
JANESVILLE, WI 53546Phone: 608-754-6855  
Fax: 608-754-0057

June 18, 2008

Dmitry Shifrin  
Bryan Cave LLP  
161 North Clark Street Suite 4300  
Chicago, IL 60601-5000  
Case Number 08cv3118rec

Dear Dmitry Shifin,

I received a summons the other day regarding a debt owe to Convertors. I am responding back in letter as requested. I don't disagree that I owe Convertors money. However, they have neglected to inform you that I was making payments to them and they walked away from that.

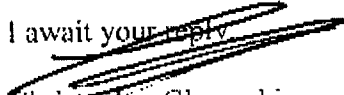
I would like to give a little background to this situation. I bought this company out of bankruptcy back in 2005. I went to Convertors with a plan to be business with them. They were well aware of my situation. I had asked them to give me a couple days of credit so that I could produce my product, ship it, and turn it into my factoring company. Then I would pay them. It worked well in the beginning. Then somehow we fell behind and they extended more credit. Then we both realized what had happened and they decided to cut us off. We did not have much communication between the two of our companies for a period of time. I had tried to pay them \$500 dollars every couple of weeks. That I was told was not good enough. I have not heard from Convertors until I received this summons this morning.

However, I am not able to just right a check because cash is very tight. I still use a factoring company to finance my receivables. I have told them I could send them \$500 a month until the company could show a consistent profit. However, the economy has been going up and down and this had made it very difficult to be consistent. I have never told them I would not pay them. However, I cannot pay more or I will be forced to close the doors and then no one wins or gets paid.

I am not hiring an attorney at this point because I would like to come to some mutual agreement. I am trying to work out a plan that will not put a judgment or lien against my company because this could put my loan with the bank in default and I could lose my loan. Again, then no one wins.

I would like to try and work out a payment arrangement so if possible I would like an extension so we can try and come to a mutual agreement without going to court.

I await your reply

  
Christopher Glowacki  
President  
Cc: Judge Darrah

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

C. EXTRUDED FILMS, LLC,	)	
	)	
Plaintiff,	)	Case No. 08cv3118
	)	
vs.	)	Judge Darrah
	)	
BADGER PRINTING AND	)	
CONVERTING, LLC,	)	Magistrate Judge Keys
	)	
Defendant.	)	

**AFFIDAVIT OF EDWARD E. MUNDT**

Edward E. Mundt, being sworn, deposes and states as follows:

1. I am Edward E. Mundt. I am over 18 years old. I am of sound mind and I have personal knowledge of the facts set forth in this Affidavit. If called to testify at court, I would testify consistent with the facts set forth in this Affidavit.
  
2. Since September 2006, I have been employed at C. Extruded Films, LLC ("CEF"). I am currently the Chief Financial Officer and General Manager for CEF.
  
3. In my capacity as Chief Financial Officer and General Manager for CEF, I am personally aware of the circumstances regarding CEF's dispute with Badger Printing & Converting, LLC ("Badger").
  
4. I have personally reviewed CEF's financial records relating to Badger's account with CEF. Based on my review of the invoices, purchase orders, payments received, and other relevant financial records, Badger currently owes CEF an outstanding principal balance of \$120,176.15 as of the date of this affidavit.

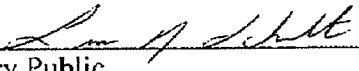
**Exhibit C**

FURTHER AFFIANT SAYETH NOT.

  
Edward E. Mundt

STATE OF ILLINOIS       )  
                                      ) ss.  
  KANE   COUNTY       )

Subscribed and sworn to before me this   11   day of July, 2008.

  
Notary Public

My Commission Expires:

  3/9/2010  

